

A. G. Contract No. KR95 0915TRN  
ADOT ECS File No. JPA 95-63  
Project: ADOT Org 8800  
Section: Prescott District

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
YAVAPAI COUNTY, ARIZONA

THIS AGREEMENT is entered into 13 September, 1995,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and  
YAVAPAI COUNTY, ARIZONA, acting by and through its BOARD OF  
SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The County is empowered by Arizona Revised Statutes  
Section 11-952 to enter into this agreement and has resolved to  
enter into this agreement and has authorized the undersigned to  
execute this agreement on behalf of the County.

3. The State has identified a requirement for various  
clerical support and minor maintenance work within the ADOT  
Prescott District office and on portions of State highways  
within the District. The County has determined the work to be  
an appropriate sentencing alternative for the Yavapai County  
Juvenile Court.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

NO. <u>20110</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>09/13/95</u>
<u>Jane Lee Hunt</u> Secretary of State
By <u>Vicky D. Greenwald</u>

## II. SCOPE OF WORK

### 1. The State will:

a. Appoint key personnel in the District office to conduct reception and work assignments to community service personnel, and coordinate the work on behalf of the State. Provide the necessary materials and tools suitable for the accomplishing the various types of work. For work on State highways, provide appropriate traffic control, hand tools and necessary safety equipment. Ensure that no work is conducted on the travel portions of the roadway(s). Maintain an (ADOT) state employee at highway work sites during all phases of work.

b. Provide transportation to and from the work sites and maintenance work crew necessities. Upon completion of maintenance work, approve and accept the work and be responsible for future maintenance.

### 2. The County will:

a. Appoint key personnel to coordinate the work on behalf of the County.

b. Assign or refer community service participants for work assignments, and indemnify the State from any and all liability the State may suffer as a result of claims, demands, costs, judgements or attorney's fees arising out of the performance or nonperformance of the County or its agents in carrying out any provisions of this agreement.

c. Remove from the program contemplated by this agreement any person who endangers other persons or property, or whose participation under this agreement is inconsistent with the best interests of the State.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party, or other competent authority.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Yavapai County Juvenile Court Services  
Director  
960 Division Street  
Prescott, AZ 86301

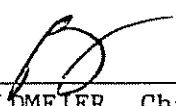
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YAVAPAI COUNTY, ARIZONA


STATE OF ARIZONA

Department of Transportation

By   
BILL FELDMEIER, Chairman  
Board of Supervisors

By   
AUGUST V. HARDT  
Deputy State Engineer


ATTEST

By   
BEV STADDON  
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 18th day of April 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Yavapai County, Juvenile Probation Department for the purpose of defining responsibilities for utilizing youth probationers on various minor maintenance projects on state highways throughout the County.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for Operations for approval and execution.

  
for LARRY S. BONINE  
Director

**CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES  
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS**

YAVAPAI COUNTY            )  
                                      ) ss.  
ARIZONA                    )

Bev Staddon, having been first duly sworn, deposes and says:

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of ARS §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of ARS §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record:   August 14, 1995.

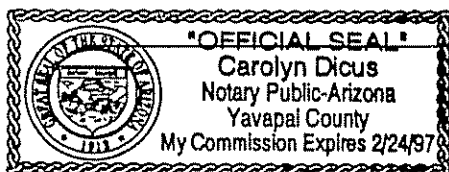
The entry in the said minutes:

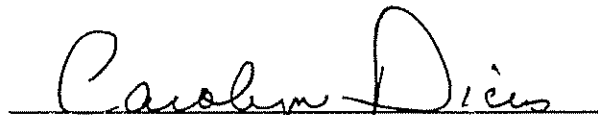
Upon a motion by Supervisor Brownlow, seconded by Supervisor Camp, and with no comments from the public, the Board voted unanimously to approve the following items, all of which appeared on the Consent Agenda for this day "...request from Juvenile Probation for approval of an intergovernmental agreement with Arizona Department of Transportation for development of job sites for juvenile offenders."

  
Bev Staddon, Clerk

SUBSCRIBED AND SWORN to before me August 27, 19 95.

My Commission Expires:



  
Notary Public

Pursuant to A.R.S. §11-952(D), the foregoing intergovernmental agreement between the State of Arizona (ADOT) and Yavapai County (Juvenile Court Center) has been reviewed by the undersigned deputy county attorney for Yavapai County, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Yavapai County.

  
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Ethan A. Wolfinger  
Deputy County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR95-0915-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 8th day of August, 1995.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
8918G/105